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**REQUEST FOR PROPOSALS**  
**RFP #6-130610RJ**  
**CULTURAL CLIMATE ASSESSMENT SERVICES**

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## LIST OF ACRONYMS

<b>EODD</b>	Equal Opportunity and Diversity Division
<b>MHTC</b>	Missouri Highways and Transportation Commission
<b>MoDOT</b>	Missouri Department of Transportation
<b>RFP</b>	Request for Proposals

## INTRODUCTION

This Request For Proposals (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described services to the Missouri Highways and Transportation Commission (**MHTC**). Eight (8) copies of each proposal must be mailed in a sealed envelope to Rebecca L. Jackson, General Service Procurement Manager, Missouri Department of Transportation, Post Office Box 270, Jefferson City, Missouri 65102, or express mailed (FedEx/UPS) and/or hand-delivered in a sealed envelope to the General Services Procurement Office in the Highway and Transportation Building at 830 MoDOT Drive, Jefferson City, Missouri, 65109. Proposals must be returned to the offices of General Service Procurement no later than 2:00 p.m. (CDST), June 10, 2013.

MHTC reserves the right to reject any and all proposals for any reason whatsoever. Time is of the essence for responding to the RFP within the submission deadlines.

## PROPOSAL

(1) The Offeror shall provide a fee proposal to MHTC on the **PRICE PAGE** in accordance with the terms of this RFP.

(2) The Offeror agrees to provide the services at the fees quoted, under the terms of this RFP.

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Authorized Signature of Offeror: \_\_\_\_\_

Date of Proposal: \_\_\_\_\_

Printed or Typed Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Electronic Mail Address: \_\_\_\_\_

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## ACCEPTANCE

This proposal is accepted by MHTC.

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(Name and Title)

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Date

**SECTION (1):  
GENERAL DESCRIPTION AND BACKGROUND**

- (A) **Request for Proposal:** This document constitutes a RFP from qualified organizations to provide Cultural Climate Assessment services to MHTC and the Missouri Department of Transportation (**MoDOT**).
- (B) **Background:** The Department's Equal Opportunity and Diversity Division (EODD) is tasked with key functions including our Affirmative Action Plan and Diversity Plan, numerous Tracker measures, diversity education workshops and training programs, and as a liaison with partners from various communities we serve. The Department has developed a set of Values that help guide how we behave as individuals and explain why we conduct our business the way we do. The Department also has developed a set of Tangible Results which are business outcomes to which we hold ourselves accountable. The developed outcomes must be compatible with current MoDOT Values and Tangible Results in the area of diversity and inclusion.

Two Department Values that are relevant to this effort are Be Respectful and Be Inclusive. We treat our customers and co-workers with respect to build stronger relationships. We embrace diversity in our teams and consider others' viewpoints so we are more inclusive as an organization and reflect the diverse communities that we serve. Additionally, a Tangible Results that is relevant to this effort is the Department seeks to Advance Economic Development in the diverse communities that we serve.

The Department uses a performance management tool called Tracker which contains numerous measures to track our progress in achieving our Tangible Results. Numerous Tracker measures have been developed that are relevant to this effort including employee turnover rate, percent of minority and females employed, separations and promotions of minorities and females, applicant flow analysis, applicant satisfaction, new hire satisfaction, and hiring manager satisfaction. Additionally, the Department has utilized employee satisfaction surveys in the past.

- (C) **Fiscal Year:** The fiscal year runs from July 1-June 30.
- (D) **Contract Period:** The original contract period shall start on the date that the post-award contract agreement is signed by the Offeror and MHTC and shall be effective for one year.
- (E) **Renewals/Extensions:** The contract shall not bind, nor purport to bind, MHTC for any contractual commitment in excess of the original contract period. The MHTC shall have the right, at its sole option, to extend the contract for four (4) additional one-year periods, or a portion thereof. In the event MHTC exercises its contract extension options, all terms, conditions, and provisions of the original contract shall remain the same and apply during the extension period. If the options are exercised, the Offeror shall agree the prices stated in the original contract shall not be increased in excess of the renewal periods' pricing, if any, stated on the pricing page of the contract. If the pricing page does not include such

renewal prices or if applicable spaces are left blank or are not completed, prices during extension periods shall be the same as during the original contract period. MHTC does not automatically exercise its options based upon the maximum renewal price or increase without documented justification supporting an increase and reserves the right to offer or to request an extension of the contract at a price less than that price derived from the Offeror's renewal amounts.

## **SECTION (2): SCOPE OF WORK**

- (A) Services:** The Offeror shall develop a performance management system that helps MoDOT improve in the area of employee diversity, and subsequently leverage a diverse workforce through inclusion efforts that help maximize performance and innovation with a more engaged workforce. Accordingly, MoDOT seeks the services of a provider with expertise in the area of diversity, inclusion, and employee engagement principles and measurement.
- (B) Specific Requirements:**
1. The Offeror will work with the MoDOT project coordinator to develop measurable outcomes of workforce diversity, inclusion, and engagement, preferably outcomes that can be benchmarked against similar organizations.
  2. The Offeror will develop and administer a valid measurement tool(s) to assess progress toward the identified outcomes.
    - a. Measures could include but are not limited to:
      - Offeror specific measurement tools
      - Survey questionnaires
      - Employee focus groups
      - Employee interviews
      - Meta-analysis of MoDOT Tracker, employment, and measurement data
    - b. MoDOT estimates, but in no way guarantees, that approximately 5,100 employees located throughout the state of Missouri may take part in any survey.
  3. The Offeror will perform statistical analysis of measurement data, and provide a report of findings to MoDOT management.
  4. Based on data analysis, the Offeror will work with the MoDOT project coordinator to develop ongoing enhancements to diversity, inclusion, and engagement efforts to increase impact and drive improvement in the measures.

- (C) **Administration of Program:** The Offeror will consult MHTC's representative regarding any problems involved with the administration of the services provided pursuant to this RFP.

### **SECTION (3): AGREEMENT REQUIREMENTS**

This RFP shall be governed by the following contract provisions. The award of this RFP is subject to a post-award negotiated contract. These same contract provisions will appear in the post-award negotiated contract. If the parties are unable to agree to terms in the post-award contract, MHTC shall reserve the right to cancel the award of the RFP and contract and select a different offeror.

- (A) **MHTC's Representative:** MoDOT's Office of Equal Opportunity and Diversity Director is designated as MHTC's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MHTC's representative may designate by written notice other persons having the authority to act on behalf of MHTC in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MHTC with those of the Office of Equal Opportunity and Diversity Director. As the work of the Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the Offeror to the Office of Equal Opportunity Diversity Director throughout the effective period of the Agreement.
- (B) **Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MHTC's representative.
- (C) **Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MHTC's representative.
- (D) **Status as Independent Contractor:** The Offeror represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MHTC or MoDOT. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.
- (E) **Components of Agreement:** The Agreement between MHTC and the Offeror shall consist of: the RFP and any written amendments thereto, the proposal submitted by the Offeror in the response to the RFP and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MHTC without further clarification.

- (F) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MHTC.
- (G) **MBE/WBE Participation Encouraged:**
1. Offerors are encouraged to submit copies of their existing affirmative action programs, if any. Offerors are also encouraged to directly hire minorities and women as direct employees of the Offerors.
  2. Offerors are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Offerors are encouraged to obtain 10% MBE and 5% WBE participation.
  3. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MHTC for the complete, accurate and professional quality/performance of these services.
- (H) **Nondiscrimination:** The Offeror shall comply with all state and federal statutes applicable to the Offeror relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the “Americans with Disabilities Act” (42 U.S.C. Section 12101, *et seq.*).
- (I) **Executive Order:** The Offeror shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri’s position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
1. By signing this Agreement, the Offeror hereby certifies that any employee of the Offeror assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.
  2. In the event the Offeror fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the Offeror has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

- (J) **Incorporation of Provisions:** The Offeror shall include the provisions of Section (3), paragraph I of this Agreement in every subcontract. The Offeror shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- (K) **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
1. By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm).
  2. By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as Exhibit 1.
- (L) **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as Exhibit 2.
- (M) **Bankruptcy:** Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror, whether voluntarily, or upon the appointment of a receiver, Offeror, or assignee, for the benefit of creditors, MHTC reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.



- (N) **Law of Missouri to Govern:** The Agreement shall be construed according to the laws of the state of Missouri. The Offeror shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.
- (O) **Cancellation:** MHTC may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Offeror with written notice of cancellation. Should MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.
- (P) **Venue:** No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place at or be delivered to Jefferson City, Missouri, by reason of which the Offeror consents to venue of any action against it in Cole County, Missouri.
- (Q) **Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MHTC's representative and information supplied by MHTC's representative shall remain the property of MHTC.
- (R) **Confidentiality:** The Offeror shall not disclose to third parties confidential factual matters provided by MHTC's representative except as may be required by statute, ordinance, or order of court, or as authorized by MHTC's representative. The Offeror shall notify MHTC immediately of any request for such information.
- (S) **Nonsolicitation:** The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MHTC shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

- (T) **Conflict of Interest:** The Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.
- (U) **Maintain Papers:** The Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MHTC and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement.
1. MHTC's representative shall have the right to reproduce and/or use any products derived from the Offeror's work without payment of any royalties, fees, etc.
  2. MHTC's representative shall at all times have the right to audit any and all records pertaining to the services.
- (V) **Indemnification:** The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

## **SECTION (4): PROPOSAL SUBMISSION INFORMATION**

### **(A) SUBMISSION OF PROPOSALS**

1. **Pricing and Signature:** Proposals should be priced, signed and returned (with necessary attachments) to Rebecca L. Jackson as provided in this RFP. Specifically, any form containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal.
2. **Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.

3. **Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MHTC does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.
4. **Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Rebecca L. Jackson, Missouri Department of Transportation, P. O. Box 270, Jefferson City, Missouri, 65102, (573) 526-7930 or by email at Rebecca.Jackson@modot.mo.gov.

**(B) REQUIRED ELEMENTS OF PROPOSAL** - Responsive proposals should provide straightforward, concise information that satisfies the requirements noted above. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the instructions, requirements of this RFP, and completeness and clarity of content.

1. **Experience:** The proposal must clearly identify the Offeror's experience in providing the services outlined in this RFP. Please indicate the name, location, telephone number, fax number and email address of the primary contact person for the Offeror. Information presented in this section should highlight the previous Offeror experience, as well as any work with other state agencies or local governments in Missouri. Offeror must furnish a complete listing of each subOfferor, if any, and complete contact information for that subOfferor. Additionally, provide the following:
  - a. A complete list of the clients your firm currently serves.
  - b. The number of years Offeror has provided similar services.
2. **Method of Performance:** The proposal must minimally include the following:
  - a. Overall plan with time estimates for completion of all work required.
  - b. Detailed description of the method used to complete the Project.
  - c. Detail the type of data MoDOT must provide and in what format.
  - d. Describe the typical approach used by your firm to updating results in future years.
  - e. Proposed process necessary to address the project objectives. This should include a description of the tools utilized to develop recommendation for improvement.
  - f. Proposed process for benchmarking of existing best practices in diversity, inclusion, and employee engagement performance management.
  - g. Proposed process and intervention methods used based upon results.

4. **Personnel.** The proposal must minimally include the following:
  - a. Description of key staff's knowledge of the requirements necessary to complete this project.
  - b. Resumes describing the background and experience of key staff, as well as each individual's ability and experience in conducting the proposed activities. This includes the estimated number of hours per staff member and their role in the project.
  - c. Proposed project and team organization.
5. **References.** Proposals should indicate the name, title and telephone number of at least three officials of clients within the past three years.

**(C) EVALUATION CRITERIA AND PROCESS**

1. **Evaluation Factors:** Any agreement for services resulting from this RFP shall be awarded to the Offeror providing the best proposal to MHTC. After determining responsiveness, proposals will be evaluated in accordance with the following criteria:
  - a. Experience, expertise and reliability (50 Points);
  - b. Proposed Method of Performance (25 Points);
  - c. Cost, Fees and Expenses (25 Points).
2. **Historic Information:** MHTC reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, question and answer conferences, references, or other sources, in the evaluation process.
3. **Responsibility to Submit Information:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that MHTC's representative is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

**(D) PRICING**

1. **Fee Schedule:** The Offeror must submit a proposed fee for all services defined in the Scope of Work. This fee must be shown on Section (5), Price Page, of this proposal which must be completed, signed and returned with the Offeror's proposal.

**SECTION (5):  
PRICE PAGE**

- (A) **FEE SCHEDULE:** The Offeror shall indicate below all fees for providing services in accordance with the provisions and requirements stated herein. Please sign where indicated and submit with the response to this RFP.

Description	Cost
A.	\$ _____
B.	\$ _____
C.	\$ _____
D.	\$ _____

**RENEWAL INFORMATION:** The Offeror shall provide below the maximum percentage of increase of the hourly rate and fixed fee for each renewal period. If the Offeror does not provide a percentage of increase for each renewal period, MoDOT staff will assume the renewal percentage is zero percent (0%) for the renewal period.

1 <sup>st</sup> Renewal Period:	_____ % of maximum increase
2 <sup>nd</sup> Renewal Period:	_____ % of maximum increase

- (B) **EXPENSES:** The estimated out of pocket expenses that are not included in the fixed fee per dollar values quoted above and for which the Offeror expects reimbursement must be separately identified by name and cost. Please use a separate sheet if necessary. Failure to identify or supply a cost in the proposal will be taken by the MHTC that all expenses are included in the fixed fees as provided above with this submitted proposal. The MHTC reserves the right to negotiate the cost and type of any and all such expenses, as deemed in the best interest of the MHTC. Further, the MHTC must approve any anticipated expenses prior to such expenses being incurred as part of the services provided by the Offeror.

Description	Cost
	\$ _____
	\$ _____
	\$ _____
	\$ _____
Miscellaneous (list-attach additional sheet if needed)	
Total	\$ _____

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Offeror Name: \_\_\_\_\_